

NOTICE OF PUBLIC HEARING
CITY OF NATCHITOCHES, LOUISIANA
TEMPORARY CHANGE IN DRINKING WATER DISINFECTION METHOD

The City of Natchitoches will hold a public hearing at 6:00 p.m. on Monday, July 13, 2015 at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana. The purpose of the hearing is to discuss the temporary switch from chloramines to chlorine beginning July 27 – August 14, 2015. The City of Natchitoches water customers and all persons interested are encouraged to attend.

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING
JULY 13, 2015
5:30 P.M.
A G E N D A

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. READING AND APPROVAL OF THE MINUTES OF JUNE 22, 2015
5. **PLANNING & ZONING – INTRODUCTION:**
#038 Morrow Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot at Northeast Corner College Avenue and Behan Street Having Front of 50 3/4 Feet on College Avenue by 80 Feet and Lot East Side Behan Street 59 Feet Front, North by Mallory, South by Collier, Et Als **(714 University Parkway & 103 Behan St.)** and

Two Lots Described as Beginning at a Point 50 2/3 Feet East of the Southeast Corner of Behan Street & College Avenue and From That Point Run East Along the Said Highway a Distance of 101 1/3 Feet for the Front of Said Lots, and to the Line Common to Lots 1 & 22, Thence Run With the East Line of Lot 22, Northerly a Distance of 66 Feet, and Thence Continue North a Distance of 14 Feet into Lot 21; Thence Westerly 101 1/3 Feet and Southerly 66 Feet to Point of Beginning Shown as Parts of Lot 22 & 21 on Plat by Percy, in Conveyance Book 101 Page 160 **(712 & 716 University Parkway)** and

Lot 80 Feet Front West Side Caspari Street, North by Johnson, South by Sibley and O'Quinn, West by Markham, Mallory and Collier **(lot on Caspari St.) Michael R. Murphy**

#039 Payne Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 12-A, Block G of East Natchitoches Subdivision from R-1 Single- Family to R-2 Residence Multi-Family to construct a duplex.
(lot on Carver Ave.) **Rand Metoyer**

6. **ORDINANCES - FINAL:**

#035 Morrow Ordinance Authorizing The Form Of A Service Agreement To Remove Junked, Wrecked Or Used Automobiles From The City Of Natchitoches Pursuant To The Louisiana Towing And Storage Act, And Authorizing The Execution Of Said Agreements By The Mayor, And Further Providing For Advertizing And A Saving Clause.

#036 Mims Ordinance Declaring Movable Property To Be Surplus And Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Convey Said Movable Surplus Property To The Town Of Campti, A Political Property To The Town Of Campti, A Political Subdivision Of The State Whose Functions Include Public Safety, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.

7. **ORDINANCE - INTRODUCTION:**

#037 Nielsen Ordinance Approving The Purchase Of Tract Of Ground At The South End Of The Natchitoches Regional Airport From Blanchard Family, L.L.C., Et Al, For The Consideration Eighty-Three Thousand One Hundred Thirty-Nine Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.

8. **RESOLUTIONS:**

#062 Stamey Resolution Approving The Execution Of The Contract By And Between The State Of Louisiana, Division Of Administration, Office Of Community Development, And The City Of Natchitoches For The FY'14-15' Local Government Assistance Program (LGAP) For The Amount Of \$9,167.00 To Purchase A Fire Protection Gear Washing And Dryer System For The Natchitoches Fire Department

#063 Mims Resolution Appointing Eddie Harrington To The City Planning Commission For The City Of Natchitoches

9. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **July 27, 2015.**

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary. If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JULY 13, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 13, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman David Stamey
Councilman Dale Nielsen
Councilwoman Sylvia Morrow
Councilman Larry Payne

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Stamey was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the June 22, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on July 13, 2015 as follows:

ORDINANCE NO. 038 OF 2015

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

Lot at Northeast Corner College Avenue and Behan Street Having Front of 50 $\frac{3}{4}$ Feet on College Avenue by 80 Feet and Lot East Side Behan Street 59 Feet Front, North by Mallory, South by Collier, Et Als **(714 University Parkway & 103 Behan St.)** and

Two Lots Described as Beginning at a Point 50 $\frac{2}{3}$ Feet East of the Southeast Corner of Behan Street & College Avenue and From That Point Run East Along the Said Highway a Distance of 101 $\frac{1}{3}$ Feet for the Front of Said Lots, and to the Line Common to Lots 1 & 22, Thence Run With the East Line of Lot 22, Northerly a Distance of 66 Feet, and Thence Continue North a Distance of 14 Feet into Lot 21; Thence Westerly 101 $\frac{1}{3}$ Feet and Southerly 66 Feet to Point of Beginning Shown as Parts of Lot 22 & 21 on Plat by Percy, in Conveyance Book 101 Page 160 **(712 & 716 University Parkway)** and

Lot 80 Feet Front West Side Caspari Street, North by Johnson, South by Sibley and O'Quinn, West by Markham, Mallory and Collier **(lot on Caspari St.)**

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 8, 2015** that the application of **Michael R. Murphy** to rezone the property described above from R-2 Residence Multi-Family to B-2 Neighborhood Business District to B-1 Transition Business District to construct an office complex and parking lot, be **APPROVED**.

Ms. Morrow asked what kind of business would be placed here. Ms. Fowler stated Mike Murphy plans to construct a State Farm Office and it is taking four lots to develop the property to build the structure on the lot facing University Parkway. All lots will be re-subdivided and zoned to B-1 which will limit the use of the property from 7 a.m. – 7 p.m. Michaela Sampité approached the podium and stated she was in opposition of this property being rezoned and taken over by Mr. Murphy.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on July 13, 2015 as follows:

ORDINANCE NO. 039 OF 2015

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

Lot 12-A, Block G of East Natchitoches Subdivision from R-1 Single-Family to R-2 Residence Multi-Family to construct a duplex.

(Lot on Carver Ave.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 8, 2015** that the application of **Rand Metoyer** to rezone the property described above from R-1 Single-Family to R-2 Residence Multi-Family to construct a duplex, be **APPROVED**.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 035 OF 2015

AN ORDINANCE AUTHORIZING THE FORM OF A SERVICE AGREEMENT TO REMOVE JUNKED, WRECKED OR USED AUTOMOBILES FROM THE CITY OF NATCHITOCHES PURSUANT TO THE LOUISIANA TOWING AND STORAGE ACT, AND AUTHORIZING THE EXECUTION OF SAID AGREEMENTS BY THE MAYOR, AND FURTHER PROVIDING FOR ADVERTIZING AND A SAVINGS CLAUSE.

WHEREAS, the City, from time to time, declares junked, wrecked or used automobiles to be public property under the terms of Section 18-38, et seq, of the Code of Ordinances of the City of Natchitoches (sometimes hereinafter referred to as "Abandoned Property Ordinance"); and

WHEREAS FURTHER, the Abandoned Property Ordinance further provides for a method of disposal of junked, wrecked or used automobiles, once said automobiles are declared public property under the Abandoned Property Ordinance; and

WHEREAS FURTHER, Section 18-47 of the Code of Ordinances authorizes the Chief of Police to enter an agreement with an approved towing service for the removal of junked, wrecked or used automobiles from the City of Natchitoches; and

WHEREAS FURTHER, the Chief of Police has prepared a form Service Agreement to Remove Junked, Wrecked or Used Automobiles From the City Of Natchitoches, which said Agreement has been approved by the Mayor and City Attorney; and

WHEREAS FURTHER, a copy of the Service Agreement to Remove Junked, Wrecked or Used Automobiles From the City Of Natchitoches is attached hereto and the City Council of the City of Natchitoches has reviewed and approved same, and further desires to authorize the Mayor of the City of Natchitoches to execute such agreements on behalf of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that the service agreement for the removal of junked, wrecked or used automobiles from the City of Natchitoches is in the interest of the City of Natchitoches and its Citizens as it will provide a method for removal of abandoned property at no cost to the City of Natchitoches; and

WHEREAS FURTHER, this is a contract for services and thus there is no requirement that the City Comply with the Louisiana Bid Law;

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does approve the form of the attached Service Agreement to Remove Junked, Wrecked or Used Automobiles From the City Of Natchitoches.

(2) That the Mayor, Lee Posey, be and he is hereby authorized, to execute the Service Agreement to Remove Junked, Wrecked or Used Automobiles from the City Of Natchitoches on behalf of the City of Natchitoches.

THIS ORDINANCE was introduced on June 22, 2015 and published in the *Natchitoches Times* on June 25, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 13th day of July, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of July, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

SERVICE AGREEMENT TO REMOVE JUNKED, WRECKED OR USED
AUTOMOBILES FROM THE CITY OF NATCHITOCHES
PURSUANT TO THE LOUISIANA TOWING AND STORAGE ACT

This Agreement, is made and entered into by and between the CITY OF NATCHITOCHES, LOUISIANA, (sometimes hereinafter referred to as "City"), and Kenneth Canfield, with address of 3385 old Menden Rd Shreveport, Louisiana, (hereinafter sometimes referred to as "owner-operator"), before undersigned notaries public and undersigned witnesses and on the dates and at the places indicated below

WHEREAS, the City, from time to time, declares junked, wrecked or used automobiles to be public property under the terms of Section 18-38, et seq, of the Code of Ordinances of the City of Natchitoches (sometimes hereinafter referred to as "Abandoned Property Ordinance"); and

WHEREAS FURTHER, the Abandoned Property Ordinance further provides for a method of disposal of junked, wrecked or used automobiles, once said automobiles are declared public property under the Abandoned Property Ordinance; and

WHEREAS FURTHER, Section 18-47 of the Code of Ordinances authorizes the Chief of Police to enter an agreement with an approved towing service for the removal of junked, wrecked or used automobiles from the City of Natchitoches; and

WHEREAS FURTHER, by Ordinance Number 035 of 2015, the City Council of the City of Natchitoches has approved the form of this Agreement and has further authorized the Mayor to execute such agreements on behalf of the City of Natchitoches; and

WHEREAS FURTHER, Owner-Operator is a person or business that is engaged in the towing or storage of vehicles, and has a vehicle that is licensed as a towing vehicle under R.S. 32:1716; and

WHEREAS FURTHER, the City and Owner-Operator desire to enter into this service agreement for the removal of junked, wrecked or used automobiles from the City of Natchitoches by the Owner-Operator and for the disposal of such junked, wrecked or used automobiles pursuant to the terms of the Louisiana Towing and Storage Act (R.S. 32:1711, et seq.);

NOW THEREFOR, THE CITY AND OWNER-OPERATOR do agree as follows,
to-wit:

I. Contractual agreement

The City and Owner-Operator agree that after the City declares junked, wrecked or used automobiles to be public property pursuant to the Abandoned Property Ordinance, and/or pursuant to R.S. 32:473.1, the City will identify such vehicles to the Owner-Operator, and the Owner-Operator will remove and dispose of said automobiles in accordance with the Louisiana Towing and Storage Act.

II. Scope of services

The City engages Owner-Operator and Owner-Operator agrees to perform services, as required by City, which shall include the removal and disposal of junked, wrecked or used automobiles in the City of Natchitoches. Owner-Operator further agrees to the following terms:

1) Owner-Operator agrees hold harmless, indemnify and defend the City from any bodily injury or property damage which occurs during the removal of any

automobile under the terms of this agreement or any demolition or salvage operation associated with any automobile removed under the terms of this agreement, and agrees to take out and maintain an insurance policy naming the City of Natchitoches as an additional insured, and further agrees to provide a copy of said insurance prior to beginning of operation under this Agreement.

2) Owner-Operator agrees to comply with the terms and requirement of the Louisiana Towing and Storage Act.

3) Owner-Operator agrees to hold harmless, indemnify and defend the City for any liability as a result of the disposal of a vehicle under the terms of this Agreement.

4) Owner-Operator is a person or business that is engaged in the towing or storage of vehicles, and has a vehicle that is licensed as a towing vehicle under R.S. 32:1716.

III. Period of service

This Agreement shall be effective upon execution by both the City and the Owner-Operator, and shall remain in full force and effect for one year. Upon mutual agreement, the parties may extend this agreement for two additional years.

IV. Termination

Either party to this Agreement may terminate this Agreement with thirty days written notice to the other party.

V. Consideration

The consideration to the City for this Agreement shall be the removal of junked, wrecked or used automobiles from the City of Natchitoches, and the disposal of those vehicles by the Owner-Operator at no cost to the City as well as the limitation of liability of the City of Natchitoches as provided through the hold-harmless and indemnification provided by the Owner-Operator. The Consideration to the Owner-Operator shall be the profit, if any, from the salvage or demolition of the junked, wrecked or used automobiles.

VI. Entire agreement

This contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. This contract will supersede and replace any prior contract whether written or oral.

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IN WITNESS WHEREOF, before the undersigned notary public and subscribing witnesses on this the 14th day of July, 2015.

CITY OF NATCHITOCHES, LA

ATTEST:

Harold Weinger
Leah Maloney

Lee Posey
Lee Posey, Mayor

Jeffrey Franks / Jeffrey Franks
Notary Public #59316

STATE OF LOUISIANA

PARISH OF Natchitoches

IN WITNESS WHEREOF, before the undersigned notary public and subscribing witnesses on this the 27 day of June, 2015.

ATTEST:

Kimberly Bink

Lenny's Towing LLC
Name of owner-operator

Jeffrey Franks
BY:

Kimberly Bink

Jeffrey Franks / Jeffrey Franks
Notary Public #59316

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 036 OF 2015

AN ORDINANCE DECLARING MOVABLE PROPERTY TO BE SURPLUS AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO CONVEY SAID MOVABLE SURPLUS PROPERTY TO THE TOWN OF CAMPTI, A POLITICAL SUBDIVISION OF THE STATE WHOSE FUNCTIONS INCLUDE PUBLIC SAFETY, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977, and is a political subdivision of the State of Louisiana; and

WHEREAS FURTHER, the Town of Campti (sometimes hereinafter referred to as the "Town") is a Municipality located in the State of Louisiana, Parish of Natchitoches, and is a political subdivision of the State of Louisiana, whose functions include public safety; and

WHEREAS FURTHER, the City is the owner of a fire truck that is more fully described as a 1980, Mack Truck, Model MC611F, with a VIN of 1M1H123C8BM001068 (sometimes hereinafter referred to as "Fire Truck"); and

WHEREAS FURTHER, the Fire Truck is in such a condition that it is not currently in service and cannot be placed back in service and the City Council is of the opinion that the Fire Truck is not needed for any public purpose by the City and may be declared to be surplus property; and

WHEREAS FURTHER, the Town has expressed a desire to acquire the Fire Truck for use in the Town; and

WHEREAS FURTHER, there is a general prohibition against the donation of public property set forth in Article 7, Section 14 of the Constitution of the State of Louisiana; however subsection (E) includes an exception which provides as follows, to-wit:

"(E) Surplus Property. Nothing in this Section shall prohibit the donation or exchange of movable surplus property between or among political subdivisions whose functions include public safety."

; and

WHEREAS FURTHER, a similar exception may be found at LA R.S. 38:2319.21, which also permits the donation or exchange of movable surplus property between or among political subdivisions of the state whose functions include public safety; and

WHEREAS FURTHER, the City desires to transfer and convey the Fire Truck to the Town of Campti where it will be used for a public purpose helping provide for the health and safety of the citizens of the Parish of Natchitoches and the Town of Campti; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the transfer of the Fire Truck will promote the health, safety and welfare of the citizens of the Town of Campti and Parish of Natchitoches, Louisiana and desires to authorize the Mayor of the City of Natchitoches to execute any document necessary to transfer the Fire Truck to the Town; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana that it does hereby find that the fire truck that is more fully described as a 1980, Mack Truck, Model MC611F, with a VIN of 1M1H123C8BM001068 is not needed by the City of Natchitoches for any public purpose.

BE IT FURTHER ORDAINED that based on its finding that the 1980, Mack Truck, Model MC611F, with a VIN of 1M1H123C8BM001068 is not needed for any public purpose, the City Council of the City of Natchitoches does hereby declare that Fire Truck to be surplus property.

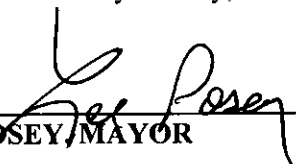
BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, pursuant to the authority set forth in Article 7, Section 14(E) of the Louisiana Constitution and LA R.S. 38:2319.21, desires to and does hereby convey and transfer that 1980, Mack Truck, Model MC611F, with a VIN of 1M1H123C8BM001068 to the Town of Campti, Louisiana, and that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute any and all documents that may be necessary to complete the transfer of title, including, but not limited to, execution of a bill of sale or other act of conveyance and execution of any title on behalf of the City of Natchitoches.

THIS ORDINANCE was introduced on June 22, 2015 and published in the *Natchitoches Times* on June 25, 2015.

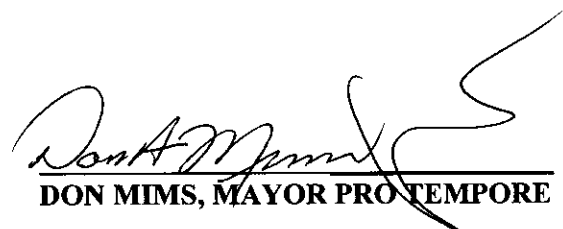
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 13th day of July, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of July, 2015 at 10:00 A.M.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on July 13, 2015 as follows:

ORDINANCE NUMBER 037 OF 2015

AN ORDINANCE APPROVING THE PURCHASE OF TRACT OF GROUND AT THE SOUTH END OF THE NATCHITOCHES REGIONAL AIRPORT FROM BLANCHARD FAMILY, L.L.C., ET AL, FOR THE CONSIDERATION EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACT AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, Blanchard Family, L.L.C., Martha Hughes Bailey, Julie Hughes Calihan, Lester Hughes Lee, Sr., Eleanor Ann Lee Alford, John Randall Lee, and Edmond A. Lee, as Trustee for the Eleanor Hughes Wertelaers Testamentary Trust, (sometimes hereinafter collectively referred to as "Blanchard") are the owner of a certain tract of land situated in proximity to the Natchitoches Regional Airport that is more fully described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 74 and 87 Township 9 North, Range 7 West, Natchitoches Parish, being shown and depicted on a survey by Robert Lynn Davis, P.L.S., dated June 12, 2015, and described thereon as follows, to-wit:

From a found 4 inch by 4 inch concrete monument being point No. 39 on the partition of the heirs of Willie LaCaze as shown on survey by A. J. Brouillette, PLS, dated August 8, 1980, being the Point of Beginning, thence North 14 degrees 26 minutes 17 seconds West a distance of 88.67 feet; thence North 14 degrees 24 minutes 57 seconds West a distance of 35.92 feet; thence North 14 degrees 59 minutes 26 seconds West a distance of 111.23 feet; thence North 14 degrees 46 minutes 13 seconds West a distance of 133.38 feet; thence North 30 degrees 23 minutes 16 seconds East a distance of 25.59 feet; thence South 75 degrees 35 minutes 50 seconds East a distance of 347.91 feet; thence along a curve having curve data as follows: R=5824.58 feet, L=885.77 feet, CHB= South 79 degrees 48 minutes 43 seconds East, and CHD = 884.91 feet; thence South 32 degrees 41 minutes 19 seconds West a distance of 559.38 feet; thence North 67 degrees 55 minutes 00 seconds West a distance of 890.26 feet to the Point of Beginning.

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") has negotiated with Blanchard for the purchase of the above described property for the sum and price of \$83,139.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the continued use and operation of the Natchitoches Regional Airport as being in the best interests of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the CITY, its citizens, and the general public to acquire the property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to purchase the tract of land from Blanchard for the sum of \$83,139.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has been provided with a copy of an appraisal prepared by Michael Graham, MAI, 11300 Hudson Lane, Suite 1, Monroe, Louisiana 71201, dated April 7, 2014, and a copy of appraisal review dated December 11, 2014, which supports the consideration to be paid by the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

NOW THEREFORE BE IT ORDAINED by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 74 and 87 Township 9 North, Range 7 West, Natchitoches Parish, being shown and depicted on a survey by Robert Lynn Davis, P.L.S., dated June 12, 2015, and described thereon as follows, to-wit:

From a found 4 inch by 4 inch concrete monument being point No. 39 on the partition of the heirs of Willie LaCaze as shown on survey by A. J. Brouillette, PLS, dated August 8, 1980, being the Point of Beginning, thence North 14 degrees 26 minutes 17 seconds West a distance of 88.67 feet; thence North 14 degrees 24 minutes 57 seconds West a distance of 35.92 feet; thence North 14 degrees 59 minutes 26 seconds West a distance of 111.23 feet; thence North 14 degrees 46 minutes 13 seconds West a distance of 133.38 feet; thence North 30 degrees 23 minutes 16 seconds East a distance of 25.59 feet; thence South 75 degrees 35 minutes 50 seconds East a distance of 347.91 feet; thence along a curve having curve data as follows: R=5824.58 feet, L=885.77 feet, CHB= South 79 degrees 48 minutes 43 seconds East, and CHD = 884.91 feet; thence South 32 degrees 41 minutes 19 seconds West a distance of 559.38 feet; thence North 67 degrees 55 minutes 00 seconds West a distance of 890.26 feet to the Point of Beginning.

II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

IV. That this Ordinance shall go into effect immediately after publication according to law.

V. That all Ordinances in conflict herewith are hereby repealed.

VI. That this Ordinance be advertised in accordance with law.

VII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 13th day of July, 2015, and that a public hearing be called for at the next regular meeting of the City Council which will be held on July 27, 2015.

Mayor Posey stated we are purchasing property that FAA has approved for future expansion of the airport and will receive reimbursement from FAA at a later date.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 062 OF 2015

**RESOLUTION APPROVING THE EXECUTION OF THE CONTRACT
BY AND BETWEEN THE STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT,
AND THE CITY OF NATCHITOCHES FOR THE FY '14-15' LOCAL
GOVERNMENT ASSISTANCE PROGRAM (LGAP) FOR THE
AMOUNT OF \$9,167.00 TO PURCHASE A FIRE PROTECTION
GEAR WASHING AND DRYER SYSTEM FOR THE
NATCHITOCHES FIRE DEPARTMENT**

WHEREAS, the State of Louisiana, Office of Community Development, through the Louisiana Local Government Assistance Program (LGAP), provides funding for needed infrastructure and long-term capital improvements; and

WHEREAS, eligible activities funded through the LGAP Program include fire protection and renovations to essential government buildings; and

WHEREAS, Governor Bobby Jindal approved the FY '14-15' Louisiana Local Assistance Program's (LGAP) application by the City of Natchitoches in the amount of \$9,167.00 to purchase a Fire Protection Gear Washing and Dryer System; and

WHEREAS, it is necessary and proper that a Contract By and Between The Division of Administration and The City of Natchitoches be executed between the parties establishing the terms and conditions of the grant.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 13th day of July, 2015.



LEE POSEY, MAYOR

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION

UNITED STATES OF AMERICA
STATE OF LOUISIANA

AND

SOURCE OF FUNDING - FY 2014 -2015
State Appropriated Funds
TYPE OF CONTRACT - FY 2014 - 2015 LGAP

THE CITY OF NATCHITOCHES

FEDERAL EMPLOYER I.D. #72-6000931 -14
310092059

AMOUNT OF CONTRACT - \$ 9,167.00

LGAP Format #1 (revised, 2011)

LGAP File # 1415-NTC-0601

THIS AGREEMENT, is made and entered into as of this 20th day of July, 2015
by and between the Division of Administration, hereinafter called "Division" represented by Carol M. Newton,
Office of Community Development and the City of Natchitoches, hereinafter called "Contractor" represented by
Lee Posey, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with LGAP/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, including the Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of three years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, that claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the LGAP program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6000931.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant LGAP directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LGAP Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 9,167.00.

14. FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1524 through 1525.

Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the LGAP funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 20th day of July, 2015.

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

Carol M. Newton
CAROL M. NEWTON, DIRECTOR,
Local Government Assistance Program

WITNESSES:

Stacey McChesney

Lee Rosen
CHIEF ELECTED OFFICIAL

A P P R O V E D
Division of Administration
Office of Community Development
Louisiana Local Government
Assistance Program

Carol M. Newton 7-20-15
Carol M. Newton, Director

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	LGAP CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
	\$9,167.00	\$0.00

3.	MAILING ADDRESS OF CONTRACTOR
	City of Natchitoches P. O. Box 37 Natchitoches, La 71457

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
	Lee Posey	318-357-3860

6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Revisions to the application, if requested by the Office of Community Development.
2. Firm commitments for other project funds, if applicable.
3. Any other documentation, if requested.

Exhibit B

LGAP Line Item Budget

[illegible]

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Application" means the Application for LGAP Assistance.
2. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the LGAP Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "LGAP Program" means the Local Government Assistance Program, established by the State pursuant to House Bill 2 – Act 27 of the 2006 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "LGAP Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the LGAP Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the LGAP Program.
11. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 063 OF 2015

**RESOLUTION APPOINTING EDDIE HARRINGTON TO THE CITY
PLANNING COMMISSION FOR THE CITY OF NATCHITOCHES**

WHEREAS, the current commissioners of the City of Natchitoches Planning Commission are:

1. **Charles Whitehead, III**
2. **Rev. Bobby Claiborne**
3. **Eric Davis**
4. **Michael D. Lewis**
5. **Betsy Widhalm**
6. **Rickey McCalister**
7. **Jamie Flanagan**
8. **John Bonnette**

WHEREAS FURTHER, Section 24-17 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor, with consent of the Natchitoches City Council.

WHEREAS FURTHER, currently there is one vacancy on the commission; and

WHEREAS FURTHER, the Natchitoches City Council wishes to show support and approval of **Eddie Harrington** for appointment to the Natchitoches City Planning Commission.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches that **Eddie Harrington** be and is hereby appointed as a member of the City Planning Commission and hereby approves and consents to same.

BE IT FURTHER RESOLVED that the Commission shall have such powers and duties as are provided in R. S. 33:101, et seq.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 13th day of July, 2015.

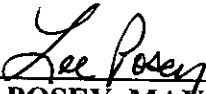


LEE POSEY, MAYOR

The next scheduled City Council meeting will be held on July 27, 2015.

With no further discussion, Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 5:48 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO-TEMPORE